



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Professional"), an Indiana Corporation, and ("Client"), on MAY 21, 2007

PROFESSIONAL

The Schneider Corporation
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, Indiana 46216
317-826-7100

CLIENT

Board of Commissioners of the County of LaGrange, Indiana
114 W. Michigan St.
Lagrange, Indiana 46761

Project Name: GIS Professional Services Common Location: Lagrange, Indiana
Sec/Twp/Rg: County: LaGrange County, Indiana

Client intends to contract for **GIS Professional Services ("Project")**:

AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

1. **Scope of Services.** Professional shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Professional shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Professional shall start and complete work as set forth in the Scope of Services. Professional shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Client shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Client's Responsibilities:** Client shall do the following in a timely manner so as not to delay the services of Professional: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of any contractor.

5. **Payment for Services.** Client shall compensate Professional for services rendered according to Scope of Services (Attachment A) and The Authorization to Proceed. These amounts are agreed to in anticipation of the orderly and continuous progress of the Project through completion.
6. **Payment Terms.** Government Client agrees to pay all fees within 60 days of the date of the invoice. Non-government Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1 1/2 % per month (18% per year) for Non-Government Client. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
7. **Fixed Fee Invoicing.** Client shall compensate Professional for services rendered in accordance with the following. Client and Professional agree and acknowledge that this is a fixed fee contract as provided in Attachment B, subject only to properly executed change orders. Detailed billings will be provided on a monthly basis. The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses. Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will be signed and submitted before work will begin.
8. **Modifications and Adjustments.** If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Professional, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, the compensation paid to Professional, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Professional and Client. Client may modify the scope, extent or character of the Project, necessitating modifications to the Scope of Services. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Professional and the Client, and the compensation paid to Professional will be equitably adjusted to accommodate the changes. Any change to the Scope of Services or the compensation paid to Professional will be documented in a Contract Change Order. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or compensation, Professional shall have the right to terminate this Agreement as outlined in Paragraph No. 9.
9. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. The initial term of this Agreement for specific renewal-based deliverables, including web hosting and system support, shall be specified in the Scope of Work. These specific deliverables shall automatically renew for successive terms which consist of a twelve month period, subject to earlier termination as set forth in Section 9 or upon written notification by either party 30 days prior to the end of a term. If Client fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Professional's services are delayed or suspended by Client for more than three months for reasons beyond Professional's control, Professional may, after giving thirty days written notice to Client, suspend or terminate services under this Agreement. If payment is not received within 60 days of the date of invoice, Professional reserves the right, after giving seven days notice to Client, to suspend services to the Client or to terminate this Agreement. Professional shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or compensation as outlined in Paragraph No. 8, Professional shall have the right to terminate this Agreement upon thirty days written notice to Client. Client may terminate this Agreement at any time and for any reason or without cause upon thirty days written notice to Professional. If any work covered by this Agreement is suspended, terminated or abandoned, the Client shall compensate the Professional for services rendered to the date of written notification of such suspension, termination or abandonment.
10. **Limitation of Liability and Responsibilities.** The Client shall hold harmless and indemnify Professional from all loss, damage, costs and expenses which Professional may suffer or sustain which results from acts or omission or any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Professional's own employees and agents) at the site or otherwise furnishing or performing any of the contractor's work. Nothing contained in this paragraph, however, shall be construed to release Professional from liability for failure to properly perform duties and responsibilities assumed by Professional under this Agreement.

11. **Computer Files.** This paragraph sets forth the terms and conditions relating to the provision by Professional of any and all electronic media or computer readable information, including software, and information compilations, and the data code and intellectual property contained therein (hereafter "Computer Files") in connection with the above referenced Project.
- A. Client acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Professional. Professional licenses Client to use the Computer Files in the manner set forth for such Computer Files in the Scope of Services, but Professional reserves all rights not expressly granted. The Computer Files may not be used for purposes beyond those set forth in the Scope of Services, and Professional reserves the right to revoke the license if, in good faith, Professional deems that such use has or will occur. In the event Professional revokes the license, Professional will exercise good faith to negotiate a supplemental license provided Professional is satisfied that no originally prohibited use will occur.
 - B. To the extent the Computer Files include any trade secret or other confidential information of Client, Professional agrees to keep such information confidential. Professional is otherwise free to use the Computer Files and other related materials in other projects for Client, for Professional's business purposes, or for third parties unless a restriction is set forth in the Scope of Services.
 - C. The Computer Files shall be used only by Client or those third parties expressly contemplated in the Scope of Services (Attachment A) and the license granted hereunder does not include the right to sublicense.
 - D. Except to the extent required by the use(s) expressly set forth in the contract, Client may not: alter, modify or adapt the Computer Files or any part thereof; translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof; or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files.
 - E. Professional warrants to Client that any provided Computer Files will substantially conform to any specification(s) in the Scope of Services (Attachment A) for one (1) year, but does not warrant that the use of any provided software will be uninterrupted or error free. Client's exclusive remedy for breach of this warranty will be to receive replacement of non-conforming Computer Files with conforming Computer Files. If Professional does not provide conforming Computer Files within 60 days after receiving written notice, Client shall be entitled to a refund of the fees paid to Professional in connection with this Agreement.
 - F. Professional shall have no liability or responsibility for problems with the Computer Files (specific to computer software developed by Professional) caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Professional. Client acknowledges that the Computer Files may include features limiting their operability beyond the scope of the license, and Professional shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. Client acknowledges that, regardless of whether the Computer Files may be useful by Professional in performing other projects or services for Client or that such other potential uses are referenced in the Scope of Services, the right and ability to use the Computer Files in connection with additional projects or services for Client shall reside solely with Professional.
 - G. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the computer files are provided "as is", and professional disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
 - H. Professional shall not be liable to client for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the computer files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if professional has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Professional's

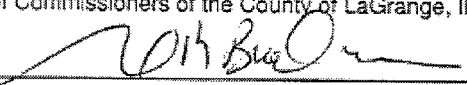
liability to client, regardless of the legal theory of any claim, shall not exceed the fees paid to professional in connection with the contract.

12. **Ownership of Layers and Materials.** All Geographic Data and Layers converted from Client source documents are considered the property of the Client. Client and Professional agree that this is a work made for hire. All reports, drawings, and any other documents, data or information prepared by Professional or Client in conjunction with the services provided for under this Agreement is and shall remain the property of the Client.
13. **Assignment.** Neither Professional nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Professional from employing independent professional associates and consultants to assist in the performance of the services hereunder.
14. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Professional, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
15. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
16. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana and will in all respects be interpreted, enforced and governed under the internal laws (and not the conflicts of laws) of the State of Indiana and that in the event that the parties hereto, or any one of them, litigate any actual or potential breach of this Agreement, the parties hereto stipulate and agree that the exclusive and continuing venue for any such action will be in the Allen Superior Court located in Allen County, Indiana.
17. **Severance and Interpretation.** Each party to this Agreement acknowledges that it has read, or has had the opportunity to read, this Agreement. The parties to this Agreement agree that this Agreement reflects the terms as agreed to by the parties hereto. In the event a term or terms of this Agreement is considered ambiguous, neither party hereto, nor their respective counsel, will be considered the draftsman of this agreement for the purpose of causing the terms of this Agreement to be construed against a party hereto.

This Agreement together with the Attachments identified above, constitute the entire Agreement between Client and Professional and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

CLIENT

Board of Commissioners of the County of LaGrange, IN

By: 

Print: George Bachman

Title: President

Date: _____

By: 

Print: Roger Boots

Title: Commissioner

Date: _____

PROFESSIONAL

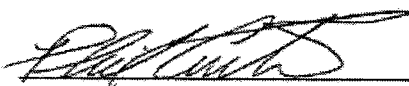
The Schneider Corporation

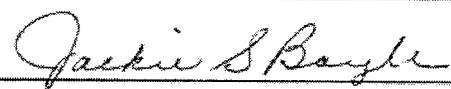
By: _____

Print: Jeff Corns

Title: Vice President, GIS Operations

Date: _____

By: 
Print: Phil Curtis
Title: Vice President
Date: _____

By: 
Print: Jackie Boyle
Title: Auditor
Date: 5/21/07

ATTACHMENT A
SCOPE OF SERVICES
Name of Project: LaGrange County, IN

Professional shall provide Client with services in connection with the Project as described below:

The intent of services provided under this contract is to assist Client with the development and/or maintenance of the Client's GIS. This may include consulting, technical support, programming, or the generation of additional layers.

Fixed Fee Scope of Services

The Schneider Corporation will provide the following products and services toward the development and implementation of a Geographic Information System (GIS) for LaGrange County. All data layers will be digital, georeferenced to the State Plane NAD83 coordinate system, units feet; and seamless within and between data layers for the entire project (subject to the availability and quality of the data sources provided to The Schneider Corporation by local project officials). The Schneider Corporation will use the 'best available' digital and paper map and database sources identified below and provided by the local project officials at the time the project is started. All data will be developed using industry best practices to ensure shared coincidental geography and topological correctness. Vector data layers will be delivered in Environmental Systems Research Institute, Inc. (ESRI) compatible format.

Cadastral Data Development:

1. Digital orthophotography

- Integration of 2005 orthophotography produced at 1' pixel resolution provided to The Schneider Corporation at the beginning of the project.

2. USPLS corner certificate index and linked point data layer

- USPLS corner certificate index point data layer from corner certificate data provided to The Schneider Corporation at the beginning of the project.
- USPLS corner certificate index point data layer will be attributed with source data reference type and thematically coded by type.
- Indexing of up to 1500 corner certificate (or tie) documents provided to The Schneider Corporation at the beginning of the project. Additional fees may be assessed on a per certificate basis for certificates in addition to the original 1500.
- Establish a 'point and click' link between the scanned and indexed corner certificate (or tie) documents and the USPLS corner certificate index point data layer.

3. United State Public land survey (USPLS)

- United State Public land survey (USPLS) section and survey polygon data layers using in order of precedence the Client's existing digital (or photo identifiable paper) section corner monument data provided to The Schneider Corporation at the beginning of the project. In absence of any section corner monument data, photo interpretation will be used followed by the use of USGS digital data.
- The section polygon data layer will be attributed with section number.
- The quarter section polygon data layer will be attributed with the section quarter section numbers.
- The quarter-quarter section polygon data layer will be attributed with the section and quarter-quarter section numbers.
- The survey township polygon data layer will be attributed with township and range.

4. Political township polygon data layer

- County political township polygon data layer developed from the digital USPLS data and existing county maps provided to The Schneider Corporation at the beginning of the project.
- County political township polygon data layer will be attributed with political township name, as identified on existing county maps provided to The Schneider Corporation at the beginning of the project.

5. Road centerline line data layer

- Road centerline line data layer for approximately 46 miles of urban and 800 miles of rural roads, aligned to the approximate visible center of the roadbed as apparent on digital orthophotography and the most up to

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date county road map provided to The Schneider Corporation at the beginning of the project.

- Roads will be created as segments, with nodes at each intersection to allow for eventual address range assignment.
- Roads will be attributed using a multi-jurisdictional scheme including local, county, state and federal road names, along with type, prefix, and suffix; as identified on the most up to date county road map provided to The Schneider Corporation at the beginning of the project.
- Roads will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the street name, as identified in the attribute database.
- The Schneider Corporation will compare the final road centerline line data layer attribute table with the Master Street Address Guide (MSAG), if provided to The Schneider Corporation at the beginning of the project, and developed a consistency report for the client's review. Any changes that are the result of discrepancies between the data sources provided by the client will be the client's responsibility to correct.

6. Railroad line data layer

- Railroad line data layer for approximately 6 miles of railroad, aligned to the approximate visible center of the railroad tracks as apparent on digital orthophotography and the most up to date railroad map provided to The Schneider Corporation at the beginning of the project.
- Railroads will be created as segments.
- Railroads will be attributed with railroad name; as identified on the most up to date railroad map provided to The Schneider Corporation at the beginning of the project.
- Railroads will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the railroad name, as identified in the attribute database.

7. Road and Railroad Rights-of-Way polygon data layer

- Rights-of-Way polygon data layer for approximately 117 miles of state, federal and privately managed (Toll Road) roads and 800 miles of rural roads, developed from existing client rights-of-way documents, provided to The Schneider Corporation at the beginning of the project, and uniform width rights-of-way centered on road and railroad centerlines or USPLS section lines. Uniform width rights-of-way measurements (40 feet or otherwise) will be determined and identified by the client for The Schneider Corporation prior to the beginning of the project.
- No attribution will be completed for the rights-of-way polygon data layer.
- Rights-of-way will be annotated with available dimensions from provided documents.

8. Cadastral data layers

- Lot polygon data layer
 - Lot polygon data layer from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
 - Lots will be attributed with Lot Number, as identified on existing tax maps.
 - Lots will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the lot number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
 - Lots will be manually labeled with lot dimensions, as identified on the existing tax maps. Lot dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
- Parcel polygon data layer
 - Parcel polygon data layer, for approximately 25,000 parcels, 2444 of which reside in the corporate limits of LaGrange, Shipshewana, Topeka, and Wolcottville from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
 - Parcels will be created using the 2005 digital statewide orthophotography and the USPLS as reference layers. Current tax descriptions used by the County and coordinate geometry tools will be

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- used where possible.
- Schneider will maintain a list of discrepancies and work with County staff to resolve discrepancies.
- Parcels will be attributed with Parcel Number, as identified on existing tax maps or tax/real estate/CAMA databases.
- Parcels will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the parcel number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
- Block polygon data layer
 - Block polygon data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
 - Blocks will be attributed with Block Number, as identified on existing tax maps or tax/real estate/CAMA databases, not fit completely within their feature boundaries
 - Blocks will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the block number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries
- Subdivision polygon data layer
 - Subdivision polygon data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
 - Subdivisions will be attributed with Subdivision Name, as identified on existing tax maps or tax/real estate/CAMA databases.
 - Subdivisions will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the subdivision name, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.
- Corporate limit polygon data layer
 - Corporate limit polygon data layer, from existing tax maps, plats, surveys, and digital tax/real estate/CAMA records identified by the client and provided to The Schneider Corporation at the beginning of the project.
 - Corporate limits will be attributed with corporate limit name, as identified on existing tax maps or tax/real estate/CAMA databases.
 - Corporate limits will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the corporate limit name, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.

9. Parcel renumbering to Indiana State standard

- Schneider will re-structure the County's parcel identification numbers (PINs) to match the State of Indiana's current mandated standard, for up to 25,000 PINs. PINs in excess of 25,000 will be billed at \$0.75 per PIN.
- Schneider will deliver a database that contains each old parcel number and its corresponding new number for use within the Manatron database.
- Manatron database update and cost are the responsibility of LaGrange County and Manatron.
- For the parcel renumbering phase, Schneider will complete a pilot project before full production begins. The completion of the pilot project will allow the County to fully understand and test the structure of the new number, and allow The Schneider Corporation to test its automation programs. Based on the results of the pilot, the County will have the opportunity to adjust the product specifications on a reduced project area without having to affect the entire County database. Likewise, The Schneider Corporation will have the opportunity to analyze the results and adjust the methodology and/or scope, to better meet the needs of the County.

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10. Hydrography line and polygon data layer

- Hydrography polygon data layer developed from the 2005 digital orthophotography and existing maps provided to The Schneider Corporation at the beginning of the project.
- Rivers and streams less than 10' wide and identified on County source will be developed as a single line feature.
- Rivers and streams greater than 10' wide and identified on County source will be developed as a double line feature.
- Lakes, ponds, and bodies of water identified on County source and 2.5 Acres and greater will be developed as polygon features.
- The hydrography data layer will be attributed with feature name, as identified on the source maps provided.

Assessment Data Development:

11. FEMA 100 year and 500 year Flood Zone polygon data layer

- Flood Zone polygon data layer developed from current FEMA FIRM maps acquired by The Schneider Corporation.
- Flood zones will be attributed with floodway type (100 year vs. 500 year).

12. Soils polygon data layer

- Soils polygon data layer from NRCS SSURGO digital data, edgematched and integrated into a seamless countywide layer for use in agricultural land assessment in the County Assessor's Office.
- Soils will be attributed with Soil Map Symbol (SMS) code, as provided by the NRCS in the digital soils data.
- Soils will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the soil map symbol, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.

13. Land Use polygon data layer for assessment purposes

- Land Use polygon data layer developed for assessment purposes for approximately 6,761 agricultural parcels identified by the county at the beginning of the project, using photo interpretation and any existing land use records and codes provided by the client.
- Land use will be attributed with Land Use code, as identified by the client at the beginning of the project.
- Land use will be thematically displayed within the GIS for ease of clarification of land use type.

Survey Data Development:

14. Rights-of-Way polygon data layer for Drainage Assessment

- Rights-of-Way will be attributed with road name, using geoprocessing techniques. The Schneider Corporation will work with the County to establish a segmenting system prior to the beginning of the project.
- If this option is selected as part of the initial project, **no additional fees will apply.**
- If selected after the initial project, a fee of **\$10,833** will apply.

Staff Training and Software:

16. Training

- One, 2 day "Introduction to ArcGIS I" class for up to 10 people at Schneider's Historic Fort Harrison ESRI Authorized Training Facility.
- One, 1 day course, class for up to 10 people at Schneider's Historic Fort Harrison ESRI Authorized Training Facility. Introduction to the core land records maintenance tools: **navigator** and **editor**.
- Two, 2 days on site customized training sessions for up to 10 people each.

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- One, 1 day Community overview class to be held at LaGrange County.

17. Software

- Six copies of ArcView GIS 9.x, single seat license
- Six copies of geogear editor, single seat license
- Six copies of geogear navigator, single seat license
- One copy of agland, single seat license
- One copy of draincalc, single seat license
- Six copies of remote access control, single seat license
- One copy of ArcGIS Server Workgroup Basic

Web Data Access:

18. Website Development and 12 months of Hosting

- **Beacon™ GIS website development**
 - Description: Development of a publicly accessible web site containing parcel assessment, taxation, CAMA, and digital map data, utilizing existing real estate appraisal database files, and GIS data sets provided to Schneider by LaGrange County. This site will include the following:
 - Property ownership, location, valuation, recording, and tax information from County's property tax administration system.
 - Detailed residential, commercial, and agricultural land and improvements information from County's CAMA real estate system.
 - Property sales history from County's CAMA real estate system.
 - Property Sketches (if available as indexed, web friendly image files).
 - Property Photos (if available as indexed, web friendly image files).
 - Password Account Management.
 - Online property tax payment form that interacts with payment transaction services provided by Official Payments Corporation.
 - ESRI compatible vector and raster spatial data from County's existing GIS data sources, including GIS data sets currently being created by The Schneider Corporation.
 - Dynamic relationship between the parcel reports and an ArcIMS based Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
 - Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Additional map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes. Also include functionality to generate mail merge compatible files for generating mailing labels from selected parcels.
 - The site will also include additional features available to all Beacon™ web site clients, including the 'Comparables Search' page and functionality, multiple search criteria, dynamic user help guides, County contact information, and user feedback forms.
 - Schneider will install an automated routine to transfer data from County's local computer data sources to Schneider's servers over a high speed Internet connection. This automated routine can be scheduled to update data to the website on a daily or weekly basis.
- **Beacon™ GIS website hosting**
 - Description: Web hosting from Schneider's secure data server facility, and maintenance of the web site for a term of 12 months starting the month following completion and approval of the site. Schneider's web data server facility includes a redundant/fail over power system, including multiple power sources and long term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include daily automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web

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hosting period. Schneider will also maintain website usage statistics which can be viewed by County staff on the Beacon™ web interface. Certain on site hardware and software configurations may require additional third party software (not included this proposal). The update feature requires the County to maintain a dedicated Internet access with a minimum speed of 256K. Services also include monitoring of Schneider's web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of Schneider's staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

- **Beacon™ deliverables are subject to the following restrictions, cautions and disclaimers:**
 - All web data hosting services are contingent on the availability and usability of the appropriate underlying databases and GIS layers.
 - Schneider may, at its discretion, periodically add additional features to, or make corrections and improvements to, the web services provided to County to enhance the access and/or display of the web site features.
 - Web site hosting and maintenance is done on software and hardware owned and operated by The Schneider Corporation.
 - Additional services not explicitly described as a deliverable, including but not limited to such things as modifying web page appearance and functional changes due to underlying database changes, will be provided to County under separate fees and agreement.
 - Web access is projected to be available at least 99.9% of the time between 7 am and 11 pm daily, except for up to 4 hours per month for scheduled maintenance. Web hosting is monitored between the hours of 11pm to 7am, but may not be online continuously during that time period. Because computers and other equipment need routine maintenance and sometimes fail, Schneider cannot control the timing or volume of attempts to access Schneider's server, or the service availability of utilities, internet providers, carriers, or other software and/or hardware vendors. As a result, The Schneider Corporation does not guarantee that Customer or any third parties will be able to access the web page(s) created by Schneider at any particular time. Schneider access services are provided on an "as-is, as-available" basis.

Project Services:

19. Project and System Design including
 - Development of procedures manual
 - Project file setup
 - On-Site setup and installation
20. FGDC Compliant metadata dictionary for all layers created.
 - Metadata housed within ESRI ArcGIS structure for ease of retrieval during data analysis and maintenance.
21. Project Management
 - The setup and configuration of a Project Desktop Website
 - Daily project administration, with an established client reporting schedule
22. Quality Assurance Management
 - Tax roll reconciliation
 - Acreage divergence report
23. Consulting
 - Communication with other organizations regarding the GIS project.
 - Development of data sharing agreements with local communities.
 - Hardware recommendations to support the implementation of the GIS within County departments

ATTACHMENT A
SCOPE OF SERVICES
Name of Project: LaGrange County, IN

24. Parcel Maintenance

- Updating of Parcel changes during data conversion project.

E911 Data Compilation and Verification

The goal of this phase is to bring LaGrange County's GIS data into Phase 2 compliance by upgrading the accuracy of the community's digital representation of addressed locations, with a focus on the incorporated areas within LaGrange County. This includes creation of a building sites layer, emergency service number (zone) layer, emergency service agency point layer, a driveway layer.

In general, The Schneider Corporation will verify in the field all representative structures and addresses within the project area. Schneider understands this to be approximately 13,750 total addresses. During field verification, Schneider will identify primary and auxiliary structures. For the purpose of this project, a primary structure is the main addressed structure on a parcel. Any newly identified structures will be collected via GPS methodology and appropriately attributed.

Schneider will compare all information to the CAMA, MSAG and ALI databases and a consistency report will be developed for review and correction with LaGrange County. The results of the review and correction will be the development of a NENA based and compliant standardized E911 database for LaGrange County.

The actual specifications for this phase of the project are as follows:

1. Road centerline line data layer

- Schneider will base the attribute population upon NENA-02-010 standards; the following attributes will be populated: Road names will be broken into ROADNAME, SUFFIX, PREDIR, and POSTDIR; and will be populated from road names identified on the most up to-date City and County road maps provided to Schneider at the beginning of the project.
- Road address ranges will be attributed with left and right assignments including: LLO, LHI, RLO, and RHI.
- Roads will be attributed with Emergency Service Zone information including: LESN and RESN.
- Roads will be attributed with MSAG City and Town Boundary information including: LCOMMUNITY and RCOMMUNITY.
- Roads will be attributed with the County Identification code including: LFIPS and RFIPS.
- Roads will be attributed with additional information including: ROADCLASS, ALIAS, and ONEWAY.
- Schneider will verify road names in the field and any discrepancies between the road names provided by the County to Schneider and what is field verified will be noted to the County. Schneider will work with the County to resolve any discrepancies in road names.
- Schneider will label roads using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the street name, as identified in the attribute database.
- Schneider will compare the final road centerline line data layer attribute table with the Master Street Address Guide (MSAG), provided to Schneider at the beginning of the project, and develop a consistency report for LaGrange County's review.
- Schneider will compare the final road centerline line data layer attribute table with the Automatic Location Identification (ALI), provided to Schneider at the beginning of the project, and develop a consistency report for LaGrange County's review.

2. Site location point data layer

- Schneider will develop a site address location point data layer initially by utilizing the 2005 digital orthophotography, parcel data layer and associated CAMA database, along with the ALI database, provided to Schneider at the beginning of the project.
- Schneider will place points on all primary building locations and auxiliary buildings with a footprint of 10x20 (200 sq. ft.) or larger. Each point will identify the structure as primary or auxiliary. If auxiliary, the structure type will be captured.
- Schneider will field verify 13,750 site addresses and structures using state of the art technology by experienced

ATTACHMENT A SCOPE OF SERVICES

Name of Project: LaGrange County, IN

Schneider 911 field crews. GPS technology will be used to capture new structure information. Schneider will post data on the fly and perform quality control processes while field verification crews are still working in the area.

- Schneider will base the structure attribute population upon NENA-02-010 standards, the following attributes will be populated:
 - The site location points address information will be broken into HOUSENUM, UNIT, and ROADNAME.
 - Sites will be attributed with SITETYPE, COMMUNITY, and ESN.
 - Sites will be attributed with additional information including: FLD_TS (timestamp of visit), DRIVEWAYID (if applicable), FLD_METER (if applicable), FLD_COMMENTS (indicating type of auxiliary building or other comments), CAMA_HN (CAMA house number, if available), CAMA_ADDR (CAMA address, if available) and CAMA_PIN (if available).
 - Schneider will label Driveway/house location points using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the street address number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.
3. **Driveway line data layer**
- Schneider will create a driveway line data layer for driveways that have obstructed view from the primary entrance location or have a length greater than 100 ft. Driveways will be collected in the field or digitized from the provided orthophotography where appropriate.
4. **Emergency Service Number (Zone) polygon data layer**
- Schneider will create Emergency Service Number (Zone) district polygon data layer from existing emergency response maps provided to Schneider at the beginning of the project.
 - Schneider will base the Emergency Service Number (Zone) attribute population upon NENA-02-010, the following attributes will be populated: FIRE, EMS, LAW, PSAPID and ESN.
5. **Emergency Service Agency point data layer**
- Schneider will create an Emergency Service Agency point data layer with locations from existing data provided to Schneider at the beginning of the project.
 - Schneider will field verify this data as part of the field verification process.
 - Schneider will attribute the Emergency Service Agency point data layer with NAME and ADDRESS.
6. **E911 Database Standardization**
- Schneider will create a new database by standardizing the existing CAMA (if available), MSAG, and available utility databases into a NENA-based data structure. Some fields may not be populated as part of this standardization.
 - Schneider uses USPS standards in abbreviations, naming conventions, etc.
7. **E911 Field Verification**
- Field verification of up to 13,750 sites.
 - Site address, type, and road names will be verified. Although 100% field verification is the project goal, it is probable that a small percentage (3-5%) will be inaccessible and will need to be verified by LaGrange County.
 - The Schneider Corporation will provide assistance to LaGrange County for the notification of Public officials and citizens during periods of field data collection. This assistance may include development of radio spots, notification of new agencies, placements of signs and other project notification methods.
 - During the field collection portion of the project, Schneider field staff will wear clothing and hats clearly identifying them as Schneider employees. Staff will also carry official ID's and a letter stating the purpose of their field information acquisition. Schneider field cars and vans will be clearly marked with the Schneider logo and E911 data collection placards during the field collection process.

Fixed Fee: \$497,925.00 (Four Hundred Ninety Seven Thousand Nine Hundred Twenty Five Dollars)

**ATTACHMENT A
SCOPE OF SERVICES**
Name of Project: LaGrange County, IN

Optional Data Conversion Services

1. Zoning polygon data layer

- Zoning polygon data layer developed from current zoning maps provided to Schneider at the beginning of the project.
- Zoning layer will be attributed with zoning type code.

2. School District polygon data layer

- School district polygon data layer developed from current district maps provided to Schneider at the beginning of the project.
- School district layer will be attributed with district type code.

3. Voting District polygon data layer

- Voting district polygon data layer incorporated and adjusted from current district data provided to Schneider at the beginning of the project.
- Voting district layer will be attributed with district type code.

4. Census polygon data layer

- Census polygon data layer acquired by Schneider at the beginning of the project and reprojected to LaGrange County's data coordinate system.

5. County Bridge point data layer

- Bridge point data layer developed from County CADD file provided to Schneider at the beginning of the project.
- Bridge layer will be attributed with a unique identifier code.
- Establish a 'point and click' link between bridge document database and the point data layer.

6. Building Footprint polygon data layer

- Building Footprint polygon data layer developed from digital photo interpretation.
- No attribution

7. Watershed polygon data layer for Drainage Assessment

- Watersheds will be developed utilizing existing digital elevation data sets for use within drainage assessment software.
- Watersheds will be attributed with watershed name.

8. Legal Drains line data layer

- Legal Drain data layer developed from the existing source maps provided to The Schneider Corporation at the beginning of the project.
- The Legal Drain data layer will be attributed with feature name, as identified on the source maps provided.

Total Optional Fixed Fee: \$127,335.00 (One Hundred Twenty Seven Thousand Three Hundred Thirty Five Dollars)

ATTACHMENT A
SCOPE OF SERVICES
Name of Project: LaGrange County, IN

Client shall provide to Professional the following:

To ensure that the products and services are provided in an accurate, timely, and comprehensive manner, the Client is expected to provide to the Professional at no cost:

- Originals or high quality copies of available maps, documents, and database files as needed by the Professional in order to prepare the digital data sets or other services specified.
- Staff time as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; and respond to the Professional's requests for data and system information.
- Office space, equipment, and supplies as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; conduct interviews and project meetings; and respond to the Professional's requests for data and system information.
- Any other materials or services judged by mutual agreement to be appropriate for the GIS project.

Deliverables are subject to the following restrictions, cautions and disclaimers:

- Map features in a Geographic Information System (GIS), including but not limited to public land reference system corners and markers, ownership boundaries, road centerlines and rights-of-way, utility lines and controls, engineering structures, natural resources, and other jurisdictional boundaries are representations of original data sources for purposes of data access and analysis.
- Digital data in a GIS do not replace or modify site surveys, deeds and other conveyances, original and as built engineering plans, and other original drawings and/or legal documents that establish land ownership, land use, or on-site structure location.
- No field surveys or records research are undertaken to discover what variations, if any, derived land reference system boundaries deviate from monumented corners of record. Because The Schneider Corporation has no legal authority to determine or assign land title, any derived land reference system boundaries should not be construed as legal documents or evidences of land subdivision.
- The Schneider Corporation will collaborate with local project officials to procure relevant maps, database files, and other documents needed to deliver the proposed products and services, but will not perform research to locate archived records unless specified as a delivered product or service in Scope of Work.
- Apparent errors and omissions in data coverages that preclude performance by The Schneider Corporation of the products or services specified in Scope of Work will be reported to the appropriate local project individuals; these reports should not be construed as necessarily being comprehensive or exhaustive. The Schneider Corporation will apply procedures to minimize data errors and discrepancies during the data creation and conversion processes; however final data verification will be the responsibility of OWNER.

ATTACHMENT B
Fixed Fee Invoicing
Name of Project: LaGrange County, IN

Client and Professional agree and acknowledge that this is a fixed fee contract, subject only to properly executed change orders. The total fixed fee for the services provided in Attachment A is Four Hundred Ninety Seven Thousand Nine Hundred Twenty Five Dollars and 00/100 Cents (\$497,925.00).

Fixed Fee: \$497,925.00 (Four Hundred Ninety Seven Thousand Nine Hundred Twenty Five Dollars)

The phases and components of this fixed fee are as follows:

Phase	Task	Cost
Cadastral		\$291,349.50
	Digital Ortho	
	USPLS Corner Certificates	
	USPLS	
	Political Township	
	Road Centerline	
	Railroad Line	
	Road and Railroad ROW	
	Cadastral Ownership	
	Parcel Renumbering	
	Hydrography	
	Project Services	
Assessment Data		\$54,521.00
	FEMA Flood Zone	
	Soils	
	Land Use	
Staff Training & Software		\$49,633.00
	Training	
	Software	
Web Data Access		\$17,660.00
	Beacon	
	12 months Web Hosting	
E911 Data		\$84,761.50
	Road Centerline	
	Site Location	
	Driveways	
	Emergency Service Zones	
	Emergency Service Agency	
	E911 Database Standardization	
	Field Verification	

AUTHORIZATION TO PROCEED
Name of Project: LaGrange County, IN.

In accordance with Paragraph 3 of the Professional Services Agreement between ("CLIENT") and The Schneider Corporation ("Professional"), dated _____, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

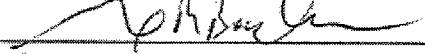
Fixed Fee: \$497,925.00 (Four Hundred Ninety Seven Thousand Nine Hundred Twenty Five Dollars)

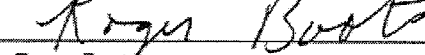
Optional Fixed Fee Data Conversion Services:

- ☐ Zoning Polygon Data Layer - \$10,093.75
- ☐ School District Polygon Data Layer - \$4250.00
- ☐ Voting District Polygon Data Layer - \$4250.00
- ☐ Census Polygon Data Layer - \$3750.00
- ☐ Bridge Point Data Layer - \$2501.50
- ☐ Building Footprint Polygon Data Layer - \$13,458.75
- ☐ Watershed Polygon Data Layer - \$59,515.00
- ☐ Legal Drains Line Data Layer - \$29,516.00

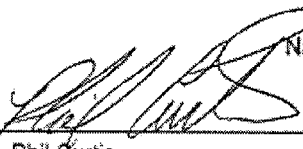
CLIENT

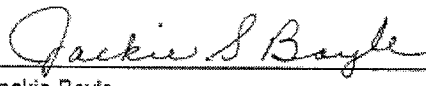
Board of Commissioners of the County of LaGrange, IN

By: 
Print: George Bachman
Title: President
Date: 05/21/07

By: 
Print: Roger Boots
Title: Commissioner
Date: 05/21/07

AUTHORIZATION TO PROCEED
Name of Project: LaGrange County, IN.

By: 
Print: Phil Curtis
Title: Vice President
Date: 05/21/07

By: 
Print: Jackie Boyle
Title: Auditor
Date: 05/21/07

DESIGNATION OF CLIENT'S REPRESENTATIVE

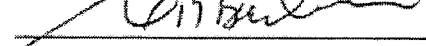
Name of Project: LaGrange County, IN.

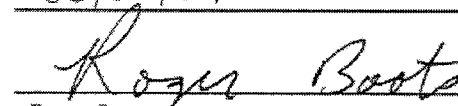
In accordance with Paragraph 4(1) of the Professional Services Agreement between ("CLIENT") and The Schneider Corporation ("Professional"), dated _____, Client hereby designates Bob Murphy to act as Client's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.


☐ Exceptions (list below)

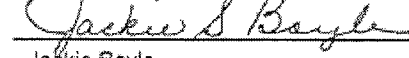
CLIENT

Board of Commissioners of the County of LaGrange, IN

By: 
Print: George Bachman
Title: President
Date: 05/21/07

By: 
Print: Roger Boots
Title: Commissioner
Date: 5/21/07

By: 
Print: Phil Curtis
Title: Vice President
Date: 5/21/07

By: 
Print: Jackie Boyle
Title: Auditor
Date: 05/21/07